



REC'D TN
REGULATORY AUTH.

BellSouth Telecommunications, Inc.
333 Commerce Street, Suite 2101
Nashville, TN 37201-3300

guy.hicks@bellsouth.com

'02 MAY 6 PM 3 57 Guy M. Hicks
General Counsel

OFFICE OF THE
EXECUTIVE SECRETARY 615 214 6301
Fax 615 214 7406

May 2, 2002

Mr. David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and the Electric Power Board of Chattanooga Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*
Docket No. 02-00341- **02-00510**

Dear Mr. Waddell:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, The Electric Power Board of Chattanooga ("EPB") and BellSouth Telecommunications, Inc. ("BellSouth") are hereby submitting to the Tennessee Regulatory Authority the original and thirteen copies of the attached Petition for Approval of the Amendments to the Interconnection Agreement dated May 11, 2001. The Amendment updates the Deposit language in the Agreement.

Thank you for your attention to this matter.

Sincerely yours,



Guy M. Hicks

cc: W.E. Chapman, Jr., Senior Vice President, Electric Power Board of Chattanooga

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and the Electric Power Board of Chattanooga Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. 02-00341 02-00510

PETITION FOR APPROVAL OF THE
AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND THE ELECTRIC POWER BOARD OF CHATTANOOGA
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, the Electric Power Board of Chattanooga ("EPB") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated May 16, 2001 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, EPB and BellSouth state the following:

1. EPB and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to EPB. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on August 17, 2001.
2. The parties have recently negotiated an Amendment to the Agreement which updates the Deposit language in the Agreement. A copy of the Amendment is attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, EPB and BellSouth are submitting their Amendment to the TRA for its consideration and approval. The Amendment provides that either or both of the parties is authorized to submit this Amendment to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between BellSouth and EPB within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. EPB and BellSouth aver that the Amendment is consistent with the standards for approval.

6. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

EPB and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 31 day of MAY, 2002.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

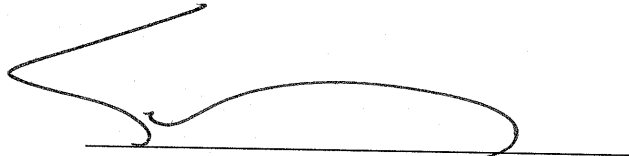
By: 

Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail on the 31 day of MAY, 2002:

Mr. W.E. Chapman, Jr.
Senior Vice President
Electric Power Board of Chattanooga
536 Market Street
P.O. Box 182255
Chattanooga, TN 37422-7255



Guy M. Hicks

**AMENDMENT
TO THE
AGREEMENT BETWEEN
ELECTRIC POWER BOARD OF CHATTANOOGA
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED MAY 16, 2001**

Pursuant to this Amendment, (the "Amendment") Electric Power Board of Chattanooga ("EPB Telecommunications") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated May 16, 2001 ("Agreement").

WHEREAS, BellSouth and EPB Telecommunications entered into the Agreement on May 16, 2001, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Attachment 1, Resale, Section 6.6, is hereby deleted in its entirety and replaced with new Section 6.6, as set forth in Exhibit 1 attached hereto and incorporated herein by this reference.
2. Attachment 7, Billing, Section 1.8, is hereby deleted in its entirety and replaced with a new Section 1.8, as set forth in Exhibit 1 attached hereto and incorporated herein by this reference.
3. All of the other provisions of the Agreement, dated May 16, 2001, shall remain in full force and effect.
4. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives and shall be deemed effective the date of the last signature of both Parties.

BellSouth Telecommunications, Inc.

By: Gregory R. Follensbee

Name: C. W. Boltz Gregory R. Follensbee
Senior

Title: Managing Director

Date: 4/26/02

Electric Power Board of Chattanooga

By: W.E. Chapman

Name: W.E. CHAPMAN

Title: SENIOR VICE PRESIDENT

Date: 4/19/02

Attachment 1 – Resale

- 6.6 EPB Telecommunications shall complete the BellSouth Credit Profile and provide information to BellSouth regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in BellSouth's sole discretion, some other form of security. The fact that a security deposit has been made in no way relieves EPB Telecommunications from complying with BellSouth's regulations as to advance payments. Any such security deposit shall in no way release EPB Telecommunications from its obligation to make complete and timely payments of its bill. EPB Telecommunications shall pay any applicable deposits prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security deposit, BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC-1) security interest in EPB Telecommunications' "accounts receivables and proceeds." Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. Security deposits collected under this Section shall not exceed two months' estimated billing. In the event EPB Telecommunications fails to remit to BellSouth any deposit requested pursuant to this Section, service to EPB Telecommunications may be terminated, and any security deposits will be applied to EPB Telecommunications' account(s). In the event EPB Telecommunications defaults on its account, service to EPB Telecommunications will be terminated, and any security deposits will be applied to its account.

Attachment 7 - Billing

- 1.8 EPB Telecommunications shall complete the BellSouth Credit Profile and provide information to BellSouth regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in BellSouth's sole discretion, some other form of security. Any such security deposit shall in no way release EPB Telecommunications from its obligation to make complete and timely payments of its bill. EPB Telecommunications shall pay any applicable deposits prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security deposit, BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC-1) security interest in EPB Telecommunications' "accounts receivables and proceeds." Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. Security deposits collected under this Section shall not exceed two months' estimated billing. In the event EPB Telecommunications fails to remit to BellSouth any deposit requested pursuant to this Section, service to EPB Telecommunications may be terminated, and any security deposits will be applied to EPB Telecommunications' account(s). In the event that EPB Telecommunications defaults on its account, service to EPB Telecommunications will be

terminated in accordance with Section 1.7 of this Attachment, and any security deposits held will be applied to its account.